

AGREED PLAN OF OPERATION

Licensee:

Julmor, Inc., d/b/a 7-Eleven

Premises:

3407 North Halsted Street, Chicago, Illinois 60657

Licenses:

Package Goods, Retail Food, Tobacco

Pursuant to the City of Chicago Municipal Code Sections 4-4-313 (d)(1) and 4-60-040(h), the City of Chicago Department of Business Affairs and Consumer Protection, the Local Liquor Control Commission (BACP/LLCC) and the above-named Licensee have agreed to the following license conditions concerning the operation of the business as a result of the community nuisance meetings beginning July 15, 2019, under L-19-0090:

- 1. This plan of operation is effective beginning October 1, 2019.
- 2. Restricted Sales: Licensee agrees to discontinue the sale of the following liquor and non-liquor items within thirty (30) days from the below signed date, and agrees to not to re-order such items in any size, brand, or flavor:

Fortified Wines: including but not limited to, Wild Irish Rose, Night Train, Italian Swiss, Gallo, Taylor Port and White Port, MD 20/20, Cisco, Cool Breeze, Thunderbird, Sunset Grain Alcohol, Boones Farm Sunshine Pink and Snow Creek Berry.

Special Brews: all high-gravity malt liquors, including but not limited to, St. Ives, Steel Reserve 211, Colt 45, Sparks, Juose, Schlitz, Axe Head, Camo Black, Cobra, KoKoloko, 4-pack of Old English and Steel Reserve.

Prohibited Beverages: "single serve" alcoholic beverage products in violation of 4-60-140(i), all 32-ounce beers, 40-ounce beers for less than \$4.00 per bottle/can, 12-ounce 6-packs for less than \$3.50.

Prohibited Products: Plastic, paper, or Styrofoam cups in packages with fewer than fifty (50) cups.

- 3. <u>Dedicated Security Staff:</u> Licensee shall cause the Premises to be staffed with properly trained individual[s] who only perform[s] security related duties ("Security Attendant[s]").
 - a. At least one (1) Security Attendant shall be working onsite from:
 - i. 10:00 p.m. Friday through 5:00 a.m. Saturday;
 - ii. 10:00 p.m. Saturday through 6:00 a.m. Sunday;

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- iii. 10:00 p.m. the day before all city, county, state, and federal holidays through 3:00 a.m. the next day; and
- iv. 10:00 p.m. on all city, county, state, and federal holidays through 3:00 a.m. the next day;
- b. Security Attendant shall wear a distinctive uniform which clearly identify him/her as security.
- c. Security Attendants shall ensure the following occur within and adjacent to the Premises:
 - i. Prevent excessive noise from patrons entering and leaving the Premises and make use of respectful and firm reminders to patrons to leave the Premises in a quiet and respectful manner;
 - ii. Prevent exterior loitering in front of the Premises by conducting routine patrols around the building's exterior at regular intervals;
 - iii. Enforce City and State non-smoking laws; and
 - iv. Prevent the accumulation of litter outside the Premises by routine sweeps, at hourly intervals throughout the hours of operation;
- 4. <u>Dedicated Manager</u>: At all times, Licensee shall cause the Premises to be staffed with an individual in charge of all working employees and operations ("Manager"). Manager shall:
 - a. Insure Parking lot gates and barricade procedures outlined below are followed;
 - b. Immediately address BACP/LLCC or any law enforcement agency requests;
 - c. Be fully trained in the operation and maintenance of the video surveillance system;
 - d. Upon request, immediately provide BACP/LLCC or any law enforcement agency access to the video surveillance system and copies of any requested videos; and
 - e. Wear a name tag that identifies him/her/them as the Manager.
- 5. <u>Staff Training</u>: Licensee agrees to have all staff BASSET trained and certified before they are allowed to work the cash register and within two (2) weeks of their employment. Copies of certifications shall be maintained onsite and available for viewing upon request by any BACP/LLCC or law enforcement agency.
- 6. <u>Proper Identification:</u> All patrons purchasing alcohol shall have their valid government issued ID scanned, verified, and logged by an electronic ID Scanner prior to completing the sale. Names, addresses and times of purchase for all alcoholic purchases shall be kept private in management's office in the licensed Premises for a minimum of thirty (30)

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days and made available upon request only to BACP/LLCC or any law enforcement agency. Licensee shall utilize ID Scanner's banned person feature to prevent patrons that previously caused problems from purchasing alcohol. All employees shall be trained to detect fake licenses or identification cards in order to ensure that no underage sales take place.

- 7. <u>Employee Training:</u> All employees shall be properly trained and meet all the minimum standards below before they are allowed on the Premises during business hours:
 - BASSET or TIPS certified copies of current BASSET and/or TIPS Certificates for all employees shall be maintained on the Premises and available immediately upon request by BACP/LLCC or any law enforcement official;
 - b. Trained to identify intoxicated patrons and how to take pro-active steps to address intoxicated patrons; and
 - c. Trained with respect to the detection of fraudulent identification and proper operation of ID Scanner.
- 8. <u>Incident Monitoring and Reporting:</u> In the event of any fighting, disturbances of the peace, unruly behavior, or any criminal activity occurring within or within site of the Premises, the Manger on duty shall immediately call 9-1-1 via a land line located at the Premises. Licensee shall maintain an incident log identifying the Manager on duty, offender names (if known), date, time, and brief description of any of the types of incidents described in this paragraph. The log shall be kept in management's office in the licensed Premises for a minimum of one (1) year and made available upon request to BACP/LLCC or any law enforcement agency.
- 9. <u>Video Surveillance System:</u> Licensee will install and maintain a video surveillance system, with 6 high resolution cameras (at minimum 3 360 degree exterior and 3 360 degree interior per attached diagram).
 - a. The system will cover all areas of the interior and exterior of the premises and will be centrally monitored and recorded utilizing a minimum 250 GB Digital Video Recorder.
 - b. The installation and maintenance of surveillance cameras installed at each building entrance and exit shall be employed and lighted in such a manner to easily identify persons entering and exiting the building.
 - c. The system will be set to record 24 hours each day.
 - d. All files of footage shall be kept in management's office in the licensed premises for a minimum of thirty (30) days and made immediately available upon request to BACP/LLCC or any law enforcement agency.

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- e. Licensee will keep a log of all instances of requests for, access to, dissemination and use of, recorder material made by video surveillance cameras. Copies of the access log shall be provided to BACP/LLCC or any law enforcement agency upon request.
- 10. Parking Lot Gates and Barricades: Beginning at 10:00 p.m. on Friday, Saturday, Sunday, all holidays, and the day before any holiday through 6:00 a.m. the following day, Licensee shall:
 - a. Close and securely lock the Roscoe Street driveway gate and Halsted Street pedestrian gate;
 - b. Securely install and maintain barricades to close off parking lot per attached Site Plan 'A'.
- 11. CAPS and Community Meetings: The Licensee or a representative shall attend all 019th District C.A.P.S. (Community Alternative Policing Strategy) and hospitality meetings. If requested, the Licensee or a representative shall attend meetings conducted by the Alderman, Police Commander, the 019th District Business Meeting, and any similar CPD-sponsored meetings to improve awareness with community concerns of the neighborhood. The Licensee shall meet with local community groups, upon reasonable notice, to identify and address any issues with the operation of the business, including noise, loitering, crime, or any other quality of life issues.

The conditions of this Agreed Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities under Section 4-60-040(h) of the City of Chicago Municipal Code. All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of the above stated conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the Licensee. Violations of the above stated conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the liquor license.

The conditions of the liquor, tobacco, and retail food licenses issued pursuant to this plan of operation shall apply to the business address and Licensee and to all officers, managers, members, partners and direct or indirect owners of the entity of which is licensed. The sale of the licensee to other persons purchasing the stock of the licensed entity shall be subject to the same conditions set forth in this Agreed Plan of Operation. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this statement.

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It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Agreed Plan of Operation next to the Liquor license certificate in a conspicuous place at the business address.

Morris S. Greenstein, President Julmor Inc. / 7-Eleven #2534 1B

Shannon K. Trotter City of Chicago

Local Liquor Control Commissioner

9/25/19 Date

7 | 24116 Date